

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:

**Thomas H. Barrett, Jr.  
Corey D. DeHaven**

Serial No.: 09/818,205

Filed: **March 27, 2001**

Confirmation No. 2492

For: **METHOD, SYSTEMS AND  
COMPUTER PROGRAM PRODUCTS  
FOR DYNAMIC SCHEDULING AND  
MATRIX COLLECTING OF DATA  
ABOUT SAMPLES**



§  
§ Group Art Unit: 1631  
§  
§ Examiner: **John S. Brusca**  
§  
§ Atty. Dkt. No.: **11899.0250.NPUS00**  
§  
§ Client File No.: **38-26(54026)B**  
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§  
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CORRESPONDENCE ADDRESS

ELECTION UNDER 37 C.F.R. §§ 3.71 and 3.73 AND POWER OF ATTORNEY

The undersigned, being Assignee of the entire interest in the above-identified application by virtue of an Assignment recorded in the United States Patent and Trademark Office as set forth below, hereby elects, under 37 C.F.R. § 3.71, to prosecute the application to the exclusion of the inventor(s).

The Assignee hereby revokes any previous Powers of Attorney and appoints the practitioners associated with **CUSTOMER NO. 45607** with full power of substitution and revocation, to prosecute the application, to make alterations and amendments therein, to transact all business in the Patent and Trademark Office in connection therewith, to receive any Letters Patent, and for one year after issuance of such Letters Patent to file any request for a certificate of correction that may be deemed appropriate.

Please direct all communications with the address associated with the above-mentioned Customer Number.

Pursuant to 37 C.F.R. § 3.73, the undersigned has reviewed the evidentiary documents, specifically the Assignment to **MONSANTO COMPANY** referenced below, and certifies that to the best of my knowledge and belief, title remains in the name of the Assignee.

Pursuant to MPEP § 324(2), the undersigned avers that she is empowered to sign this statement on behalf of assignee.

ASSIGNEE: MONSANTO COMPANY

Date: Nov 2, 2005

By: Grace L. Bonner  
Name: Grace L. Bonner

Title: Intellectual Property Counsel

ASSIGNMENT: Attached copy

## ASSIGNMENT AGREEMENT

This Assignment Agreement ("Agreement") is made as of this 23 day of March, 2005 (the "Effective Date"), by and between Icoria, Inc., a Delaware corporation (the "ASSIGNOR"), located and doing business at \_\_\_\_\_, and Monsanto Company, a Delaware corporation (hereinafter ASSIGNEE), located and doing business at 800 North Lindberg Blvd., St. Louis Missouri 63167.

WHEREAS, on the Effective Date, ASSIGNOR and ASSIGNEE entered into a certain Asset Purchase Agreement, which conveyed the entire right, title and interest in and to the United States patents, patent applications and trademark registrations listed in Exhibit A hereto, including all inventions disclosed and/or claimed in said patents and applications, from ASSIGNOR to ASSIGNEE (the "Asset Purchase Agreement");

WHEREAS, the Asset Purchase Agreement contained certain confidential, proprietary, and/or trade secret information of ASSIGNOR and/or ASSIGNEE;

WHEREAS, ASSIGNOR and ASSIGNEE wish to enter into this Agreement for the sole purpose of confirming and memorializing the terms of the Asset Purchase Agreement, which are not confidential, proprietary and/or trade secrets of either party, and making said terms of record in the United States Patent & Trademark Office;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

BE IT KNOWN that for good and valuable consideration paid to ASSIGNOR by ASSIGNEE pursuant to the Assignment Agreement, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR confirms that it sold, assigned, set over and transferred unto ASSIGNEE and, to the extent required to confirm such transfer, hereby sells, assigns, sets over and transfers unto ASSIGNEE, its successors, legal representatives or assigns, the entire right, title and interest in and to the United States patents, patent applications, trademark registrations and related goodwill associate with the said trademarks listed in Exhibit A hereto, including all priority rights under applicable international, multilateral and bilateral treaties and conventions; in and to all inventions disclosed and/or claimed in the United States patents and patent applications listed in Exhibit A hereto; in and to any other United States and foreign patents and patent applications which disclose and/or claim said inventions, or which correspond to or claim priority from the patents and patent applications listed in Exhibit A hereto, including but not limited to all counterparts, equivalents, continuations, continuations-in-part, divisions, additions, substitutes, reissues, reexaminations, extensions, renewals, reinstatements and restorations of said patents and patent applications; and in and to any and all United States and foreign patents obtained on the foregoing applications and inventions at any time; all of the same to be held and enjoyed by ASSIGNEE for its own use and enjoyment, and for the use and enjoyment of its successors, legal representatives or assigns, for the full terms for which said patents have been or will be granted;

AND ASSIGNOR HEREBY sells, assigns, sets over and transfers unto ASSIGNEE and its successors, legal representatives or assigns, the right and power to sue and recover for all past, present and future infringement of said patents, patent applications, trademark registrations and

AND ASSIGNOR HEREBY sells, assigns, sets over and transfers unto ASSIGNEE and its successors, legal representatives or assigns, the right and power to sue and recover for all past, present and future infringement of said patents, patent applications, trademark registrations and inventions in the United States and all foreign countries, including the right to retain for its own exclusive use and enjoyment all proceeds and other recovery from such infringement suits;

AND ASSIGNOR HEREBY authorizes and requests the U.S. Patent and Trademark Office and any foreign patent issuing authorities to issue any and all patents on said applications and inventions to said ASSIGNEE as sole Assignee;

AND ASSIGNOR HEREBY covenants that it has the full right to convey all rights, titles and interests herein, and that it has not executed and will not execute any assignment or other instrument in conflict herewith.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands having fully read the above and fully understanding the contents and/or provisions thereof.

**Icoria, Inc.**  
a Delaware corporation

  
\_\_\_\_\_  
Signature

Heinrich Gugger  
President & CEO

**Monsanto Company**  
a Delaware corporation

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print

\_\_\_\_\_  
Title

inventions in the United States and all foreign countries, including the right to retain for its own exclusive use and enjoyment all proceeds and other recovery from such infringement suits;

AND ASSIGNOR HEREBY authorizes and requests the U.S. Patent and Trademark Office and any foreign patent issuing authorities to issue any and all patents on said applications and inventions to said ASSIGNEE as sole Assignee;

AND ASSIGNOR HEREBY covenants that it has the full right to convey all rights, titles and interests herein, and that it has not executed and will not execute any assignment or other instrument in conflict herewith.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands having fully read the above and fully understanding the contents and/or provisions thereof.


**Icoria, Inc.**  
**a Delaware corporation**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print

\_\_\_\_\_  
Title

**Monsanto Company**  
**a Delaware corporation**

  
Signature

Richard B. Clark

Print

Vice President & Controller

Title



**Exhibit A**

**ISSUED PATENTS**

<b>U.S. Patent No.</b>	<b>Title</b>	<b>Issue Date</b>
6,331,663	Modified Full Length Promoters	December 18, 2001
6,353,155	Method for Transforming Plants	March 5, 2002
6,360,482	Spray Booth for Reproducible Application of Agrichemicals	March 26, 2002
6,376,746	Modified Minimal Promoters	April 23, 2002
6,399,857	Modified Nucleotide Sequence Encoding a LexA DNA Binding Domain Optimized for Arabidopsis Species	June 4, 2002
6,617,494	Methods for Identifying Transgenic Plants Using Morphological Markers	September 19, 2003
6,696,621	Selectable Marker in Plants	February 24, 2004

**PENDING PATENT APPLICATIONS**

<b>Docket No.</b>	<b>Title</b>	<b>Filing Date</b>	<b>Application Serial No.</b>
2017DIV1	LexA DNA Binding Domain Optimized for Arabidopsis Species	6/3/02	10/160,508
2015EP	Modified Minimal Promoters	12/8/00	00984068.7
2018EP	Modified Full Length Promoters	12/8/00	00984082.8
2032US	Methods, Systems and Computer Program Products for Dynamic Scheduling and Matrix Collecting of Data about Samples	3/27/01	09/818,205
2032EP	Methods, Systems and Computer Program Products for Dynamic Scheduling and Matrix Collecting of Data About Samples	11/28/01	01922712.3
2032CA	Methods, Systems and Computer Program Products for Dynamic Scheduling and Matrix Collecting of Data About Samples	11/28/01	2376140
2201US	Method and Information System for Non-Random Selection of Structural Features for Tissue and Plant Product Processing	3/9/00	09/521,769
2201CA	Method and System for Non-Random Selection of Plant and Tissue Products	3/6/02	2,384,113
2201JP	Method and System for Non-Random Selection of Plant and Tissue Products	3/7/02	2001.522389
2201EP	Method and System for Non-Random Selection of Plant and Tissue Products	4/7/02	00959952.3
2155US	Methods for Improving Plant Agronomical Traits by Altering the Expression or Activity of Plant G-Protein Alpha and Beta Subunits	6/24/03	10/602,898
<b>Docket No.</b>	<b>Title</b>	<b>Filing Date</b>	<b>Application Serial No.</b>
2210US	Automated Color Classification for Biological Samples (Imaging Station Case)	8/19/04	10/921,506
2006EP	Method for Identifying Plants and Other		00952336.6

	Organisms Having Traits Differing from a Normal Population (Broad claims allowed in the EPO)	7/31/00	EP1256052
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**REGISTERED TRADEMARKS**

Serial No.	Registration No.	Trademark	Filing Date	Registration Date
75/561,908	2,457,874	LEADFINDER	9/18/98	6/05/01
75/555,677	2,488,142	GENEFINDER	9/18/98	9/11/01
75/555,676	2,476,191	TARGETFINDER	9/18/98	8/07/01
75/922,463	2,666,883	GENE FUNCTION FACTORY	2/17/00	12/24/02